



Blanket Purchase Agreement PA601264

Supplier Details:

Company MBR Construction, Inc.
Contact Wendy Cole
Address 1020 NW 51 Street
Fort Lauderdale, FL 33309

Submit your response to:

Company City of Hollywood, FL - Development Services Eng. Transp. and Mobility
Contact Ip, Clarissa
Address 2600 Hollywood Blvd
Hollywood FL 33020
Phone 954-921-3915
Fax
E-mail cip@hollywoodfl.org

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering a Blanket Purchase Agreement with your Company based on the following:

Formal Bid IFB-329-25-SA



Agreement	PA601264
Creation Date	23-FEB-2026
Revision	0
Agreement Amount	6,000,000.00 USD

VENDORS MUST INCLUDE THE CITY'S PURCHASE ORDER NUMBER ON ALL INVOICES. PLEASE SUBMIT ALL INVOICES TO ACCOUNTSPAYABLE@HOLLYWOODFL.ORG.

OR
Mail To

City of Hollywood
Accounts Payable, Room 119
P.O. Box 229045
Hollywood, FL 33022-9045

Supplier
MBR Construction, Inc.
1020 NW 51 Street
Fort Lauderdale, FL 33309

Notes

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB
	102221	Net 30	None	Destination
	Start Date	End Date	Shipping Method	
	03/04/2026	03/03/2029		
Initial Award Term	03/04/2026	03/03/2029		
First Renewal Period	03/04/2029	03/03/2031		
Second Renewal Period	03/04/2031	03/03/2033		
Third Renewal Period				
Fourth Renewal Period				

Attachments			
Type	File Name or URL	Title	Description
File	IFB-329-25-SA_Final Bid Packet for sidewalk_construction with Addenda.pdf	IFB-329-25-SA_Final Bid Packet	

Line	Item	UOM	Price	Expiration Date
1	Removal of existing asphalt to accommodate sidewalk	Square Foot	0.00	
Attachments				
Type	File Name or URL	Title	Description	
2	Removal of existing concrete sidewalks, concrete aprons, concrete driveways, etc.	Square Foot	0.00	
Attachments				
Type	File Name or URL	Title	Description	

Line	Item	UOM	Price	Expiration Date
3	Removal of existing Curb, Curb & Gutter	Linear Foot	0.00	
Attachments				
	Type	File Name or URL	Title	Description
4	Installation of 4" thick concrete per bid specifications	Square Foot	0.00	
Attachments				
	Type	File Name or URL	Title	Description
5	Installation of 6" thick concrete per bid specifications	Square Foot	0.00	
Attachments				
	Type	File Name or URL	Title	Description
6	Type SP-9.5 asphaltic concrete surface course with RS-2 tack coat delivered and placed as directed, (thickness varies, between 1"-2" thick)	Square Foot	0.00	
Attachments				
	Type	File Name or URL	Title	Description
7	Remove and replace existing concrete with 4" thick concrete per bid specifications	Square Foot	0.00	
Attachments				
	Type	File Name or URL	Title	Description
8	Remove and replace existing concrete with 6" thick concrete per bid specifications	Square Foot	0.00	
Attachments				
	Type	File Name or URL	Title	Description
9	Installation of minimum, 6" limerock base, including the cost	Square Yard	0.00	

Line	Item	UOM	Price	Expiration Date
	of placing, grading, compacting, for sidewalks and ramps			
Attachments				
	Type	File Name or URL	Title	Description
10	Prime coat over limerock in preparation for asphalt, where necessary	Square Yard	0.00	
Attachments				
	Type	File Name or URL	Title	Description
11	Importing clean fill, including the cost for placing, grading, compacting, etc., as directed by the Project Manager	Cubic Yard	0.00	
Attachments				
	Type	File Name or URL	Title	Description
12	New Ramps: Removal of existing asphalt to accommodate new ramps	Square Foot	0.00	
Attachments				
	Type	File Name or URL	Title	Description
13	New Ramps: Removal of existing Curb, Curb & Gutter, to accommodate new ramps	Linear Foot	0.00	
Attachments				
	Type	File Name or URL	Title	Description
14	New Ramps: Installation of 6"	Square Foot	0.00	

Line	Item	UOM	Price	Expiration Date				
	thick concrete per bid specifications							
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
15	New Ramps: ADA Detectable warning applied surface, FDOT approved	Square Foot	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
16	Existing Ramps: Remove and replace existing concrete ADA Ramp with 6" thick concrete per bid specifications	Square Foot	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
17	General Concrete/Curb/Gutters: Concrete, 3,000 psi	Cubic Yard	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					

Line	Item	UOM	Price	Expiration Date				
18	General Concrete/Curb/Gutters: Concrete, 4,000 psi	Cubic Yard	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
19	General Concrete/Curb/Gutters: Installation of Type F Curb & Gutter	Linear Foot	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
20	General Concrete/Curb/Gutters: Installation of Type D Curb	Linear Foot	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
21	General Concrete/Curb/Gutters: Installation of Valley Gutter	Linear Foot	0.00					

Line	Item	UOM	Price	Expiration Date
Attachments				
Type	File Name or URL	Title	Description	
22	Driveways (per City Code): Remove existing pavers, adjust upper layer and one (1") sand layer, reinstall pavers	Square Foot	0.00	
Attachments				
Type	File Name or URL	Title	Description	
23	Driveways (per City Code): Existing gravel driveway restoration (add and regrade driveway)	Square Foot	0.00	
Attachments				
Type	File Name or URL	Title	Description	
24	Driveways (per City Code): Remove and replace existing 5" thick concrete driveway	Square Foot	0.00	

Line	Item	UOM	Price	Expiration Date
Attachments				
Type	File Name or URL	Title	Description	
25	Driveways (per City Code): Remove and replace existing 6" thick concrete driveway	Square Foot	0.00	
Attachments				
Type	File Name or URL	Title	Description	
26	Driveways (per City Code): Remove and replace existing stamped concrete driveway	Square Foot	0.00	
Attachments				
Type	File Name or URL	Title	Description	

Line	Item	UOM	Price	Expiration Date				
27	Relocations/Resets: Mail box relocation/reset	Each	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
28	Relocations/Resets: 4'-6' high chain link fence removal/disposal/salvage, as directed by Project Manager	Linear Foot	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
29	Relocations/Resets: 4'-6' high wood, picket/PVC or custom fence removal/disposal/salvage,	Linear Foot	0.00					

Line	Item	UOM	Price	Expiration Date
	as directed by Project Manager			
Attachments				
Type	File Name or URL	Title	Description	
30	Relocations/Resets: Utility box reset	Each	0.00	
Attachments				
Type	File Name or URL	Title	Description	
31	Relocations/Resets: Water valve boxes reset	Each	0.00	

Line	Item	UOM	Price	Expiration Date

Line	Item	UOM	Price	Expiration Date				
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
34	Tree Trimming, Removals, Relocation: Remove palm tree(s) with trunk diameter 8 inches or less, per bid requirements	Each	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					

Line	Item	UOM	Price	Expiration Date
35	Tree Trimming, Removals, Relocation: Remove palm tree(s) with trunk diameter greater than 8 inches, per bid requirements	Each	0.00	

Line	Item	UOM	Price	Expiration Date
Attachments				
Type	File Name or URL	Title	Description	
37	Tree Trimming, Removals, Relocation: Plant new Palm Tree: Exhibit B, Tree Group B Meet minimum 8' of clear trunk, per City of Hollywood code.	Each	0.00	
Attachments				
Type	File Name or URL	Title	Description	
38	Tree Trimming, Removals, Relocation: Plant new Tree: Exhibit B, Tree Group C.1 Meet minimum 12' of clear trunk, minimum 2" DBH, per City of Hollywood code.	Each	0.00	

Line	Item	UOM	Price	Expiration Date				
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
39	Tree Trimming, Removals, Relocation: Plant new Tree: Exhibit B, Tree Group C.2 Meet minimum 12' of clear trunk, minimum 2" DBH, per City of Hollywood code.	Each	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					

Line	Item	UOM	Price	Expiration Date
40	Tree Trimming, Removals, Relocation: Plant new Tree: Exhibit B, Tree Group D.1 Meet minimum 12' of clear trunk, minimum 2" DBH, per City of Hollywood code.	Each	0.00	
DRAFT				
Attachments				
Type	File Name or URL	Title	Description	
41	Tree Trimming, Removals, Relocation: Plant new Tree: Exhibit B, Tree Group D.2 Meet minimum 12' of clear trunk, minimum 2" DBH, per City of Hollywood code.	Each	0.00	

Line	Item	UOM	Price	Expiration Date
Attachments				
Type	File Name or URL	Title	Description	
42	Tree Trimming, Removals, Relocation: Tree Trimming, Up to 12" diameter.	Each	0.00	
Attachments				
Type	File Name or URL	Title	Description	
43	Tree Trimming, Removals, Relocation: Tree Trimming, Greater than 12", and up to 18" diameter	Each	0.00	

18

Line	Item	UOM	Price	Expiration Date				
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
45	Tree Trimming, Removals, Relocation: Tree Removal, Up to 12" diameter, including grinding of stump and roots	Each	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
46	Tree Trimming, Removals, Relocation: Tree Removal, Greater than 12", and up to 18" diameter, including grinding of stump and roots	Each	0.00					

Line	Item	UOM	Price	Expiration Date				
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
47	Tree Trimming, Removals, Relocation: Tree Removal, Greater than 18" diameter, including grinding of stump and roots	Each	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
48	Tree Trimming, Removals, Relocation: Provide and install Deep Root Brand root barrier. 24" wide and 12" high. Complete in place and as directed by the Project Manager	Each	0.00					



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Line	Item	UOM	Price	Expiration Date				
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
49	Tree Trimming, Removals, Relocation: Provide and install Deep Root Brand root barrier. 24" wide and 18" high. Complete in place and as directed by the Project Manager	Each	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					

Line	Item	UOM	Price	Expiration Date
50	Tree Trimming, Removals, Relocation: Provide and install Deep Root Brand root barrier. 24" wide and 24" high. Complete in place and as directed by the Project Manager	Each	0.00	

Line	Item	UOM	Price	Expiration Date
Attachments				
Type	File Name or URL	Title	Description	
52	Tree Trimming, Removals, Relocation: Removal of Hedges including roots, location(s) to be specified by Project Manager	Linear Foot	0.00	
Attachments				
Type	File Name or URL	Title	Description	
53	Tree Trimming, Removals, Relocation: Trimming of Hedges, Final height of trimming to be specified by Project Manager	Linear Foot	0.00	

Line	Item	UOM	Price	Expiration Date				
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
54	Tree Trimming, Removals, Relocation: Planting of new hedges	Linear Foot	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
55	Pavement Markings and Signage: Traffic control sign, single post sign, new	Each	0.00					

Line	Item	UOM	Price	Expiration Date
</				

Line	Item	UOM	Price	Expiration Date				
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
58	Pavement Markings and Signage: 6" white or yellow 2-4 skip pavement markings, paint	Linear Foot	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					

Line	Item	UOM	Price	Expiration Date
59	Pavement Markings and Signage: 6" white or yellow 2-4 skip pavement markings, thermoplastic	Linear Foot	0.00	
Attachments				
Type	File Name or URL	Title	Description	
60	Pavement Markings and Signage: 6" white or yellow 6-10 skip pavement markings, paint	Linear Foot	0.00	

Line	Item	UOM	Price	Expiration Date				
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
61	Pavement Markings and Signage: 6" white or yellow 6-10 skip pavement markings, thermoplastic	Linear Foot	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
62	Pavement Markings and Signage: 6" white or yellow 10-30 skip pavement markings, paint	Linear Foot	0.00					

Line	Item	UOM	Price	Expiration Date
Attachments				
Type	File Name or URL	Title	Description	
63	Pavement Markings and Signage: 6" white or yellow 10-30 skip pavement markings, thermoplastic	Linear Foot	0.00	
Attachments				
Type	File Name or URL	Title	Description	
64	Pavement Markings and Signage: 6" white or yellow double solid pavement markings, paint	Linear Foot	0.00	

Line	Item	UOM	Price	Expiration Date
Attachments				
Type	File Name or URL	Title	Description	
65	Pavement Markings and Signage: 6" white or yellow double solid pavement markings, thermoplastic	Linear Foot	0.00	
Attachments				
Type	File Name or URL	Title	Description	
66	Pavement Markings and Signage: 8" white or yellow solid pavement markings, paint	Linear Foot	0.00	

Line	Item	UOM	Price	Expiration Date				
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
67	Pavement Markings and Signage: 8" white or yellow solid pavement markings, thermoplastic	Linear Foot	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
68	Pavement Markings and Signage: 12" White pavement markings, paint	Linear Foot	0.00					

Line	Item	UOM	Price	Expiration Date
Attachments				
Type	File Name or URL	Title	Description	
69	Pavement Markings and Signage: 12" White pavement markings, thermoplastic	Linear Foot	0.00	
Attachments				
Type	File Name or URL	Title	Description	

Line	Item	UOM	Price	Expiration Date				
70	Pavement Markings and Signage: 18" White pavement markings, paint	Linear Foot	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
71	Pavement Markings and Signage: 18" White pavement markings, thermoplastic	Linear Foot	0.00					

Line	Item	UOM	Price	Expiration Date
Attachments				
Type	File Name or URL	Title	Description	
72	Pavement Markings and Signage: 24" White pavement markings, paint	Linear Foot	0.00	
Attachments				
Type	File Name or URL	Title	Description	
73	Pavement Markings and Signage: 24" White pavement markings, thermoplastic	Linear Foot	0.00	

Line	Item	UOM	Price	Expiration Date
Attachments				
Type	File Name or URL	Title	Description	
74	Pavement Markings and Signage: Removal of existing Retro-reflective pavement markers	Each	0.00	
Attachments				
Type	File Name or URL	Title	Description	
75	Pavement Markings and Signage: Installation of Retro-reflective pavement markers	Each	0.00	

Line	Item	UOM	Price	Expiration Date				
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
76	Pavement Markings and Signage: Pavement marking symbols & letterings, various (maximum 70 SF in size), paint	Each	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
77	Pavement Markings and Signage: Pavement marking symbols & letterings, various (maximum 70 SF in size), thermoplastic	Each	0.00					

Line	Item	UOM	Price	Expiration Date				
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
78	Pavement Markings and Signage: Installation of New/Replacement Speed Table. Striping to be included in 12" White Pavement Markings, Line Item #67 and Line Item #68	Each	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					

Line	Item	UOM	Price	Expiration Date
79	Pavement Markings and Signage: Pre-Formed Bicycle Pavement Marking Standards: 4' x 7' Bike Riding Symbol or Left Turn Arrow, Green and White Background	Each	0.00	
Attachments				
Type	File Name or URL	Title	Description	
80	Pavement Markings and Signage: Pre-Formed Bicycle Pavement Marking Standards: 4' x 20' Bike Riding Symbol and Straight Arrow, Green and White Background	Each	0.00	

Line	Item	UOM	Price	Expiration Date
Attachments				
Type	File Name or URL	Title	Description	
81	Pavement Markings and Signage: Pre-Formed Bicycle Pavement Marking Standards: 5' (MAX WIDTH) x LF, Green Colored Pavement	Linear Foot	0.00	
Attachments				
Type	File Name or URL	Title	Description	
82	Pavement Markings and Signage: Remove existing thermoplastic pavement markings using sand blasting	Linear Foot	0.00	

Line	Item	UOM	Price	Expiration Date
Attachments				
Type	File Name or URL	Title	Description	
83	Other: Raised concrete sidewalk grinding	Square Foot	0.00	
Attachments				
Type	File Name or URL	Title	Description	
84	Other: Raised sidewalk leveling with asphalt (temporary repair), per location	Square Foot	0.00	

Line	Item	UOM	Price	Expiration Date				
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
85	Other: Swale regrading, install Argentine Bahia Sod, comply with City of Hollywood standard details	Square Foot	0.00					
Attachments <table><tr><th>Type</th><th>File Name or URL</th><th>Title</th><th>Description</th></tr></table>					Type	File Name or URL	Title	Description
Type	File Name or URL	Title	Description					
86	Other: Swale regrading, install St. Augustine sod, comply with City of Hollywood standard details	Square Foot	0.00					

Line	Item	UOM	Price	Expiration Date
Attachments				
Type	File Name or URL	Title	Description	
87	Other: Survey during construction: Stake at 50' intervals per bid specifications	Linear Foot	0.00	
Attachments				
Type	File Name or URL	Title	Description	
88	Other: Nuclear Density Test	Each	0.00	
Attachments				
Type	File Name or URL	Title	Description	

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of to Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold to Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order In whole or in part for default (a) if Seller fails to perform In accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed Items delivered and accepted by the Buyer. Seller, will be liable for excess costs of reprocurement.

F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials.

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Seller's acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected

commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility.

LIABILITY - COPYRIGHT/PATENT/TRADEMARK

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

WARRANTY

For purposes of this order, Seller warrants: (a) the goods shall strictly conform to all specifications, drawings, instructions, advertisements, statements on containers or labels, descriptions and samples; (b) the goods shall be free from defects in workmanship and material and shall be new and of the highest quality; (c) Buyer shall receive title to the goods that is free and clear of any liens, encumbrances and any actual or claimed patent, copyright or trademark infringement; (d) the goods shall be merchantable, safe and fit for the Buyer's intended purposes, which purposes have been communicated to Seller; (e) the goods shall be adequately contained, packaged, marked and labeled; and (f) the goods shall be manufactured in compliance with all applicable federal, state and local laws, regulations or orders, and agency or association standards or other standards applicable to the manufacture, labeling, transporting, licensing, approval or certification, including by way of illustration and not by way of limitation, the Occupational Health and Safety Act, the Fair Labor Standards Act, and any law or order pertaining to discrimination.

In the event that services are provided in connection with the supply of goods, Seller expressly warrants that the services will be performed: (a) with due professional care; (b) in a workmanlike, professional, timely and diligent manner; (c) in accordance with all applicable industry standards and industry best practices; (d) by qualified workers experienced in performing the work specified; (e) in strict conformance with applicable specifications and industry accepted performance criteria; and (f) in strict conformance with this order, including but limited to any statement(s) of work issued, or quote(s) received, by Buyer.

The warranty period shall be 12 months from the date of first use of the goods by Buyer or 12 months from the date of acceptance by Buyer, whichever occurs later, unless otherwise mutually agreed to by the Buyer and Seller.

Notwithstanding the foregoing, Seller agrees to waive the expiration of the warranty period in the event there are failures or defects discovered after the warranty period of a material nature or in a significant portion of the goods, or a defect is discovered which, in Buyer's opinion, constitutes a threat of damage to property or to the health and safety of any person.

Signature: Otis Thomas
Director, Procurement and Contract Compliance

DRAFT